

SO ORDERED.



**TIFFANY & BOSCO**  
P.A.

Dated: May 07, 2010

**2525 EAST CAMELBACK ROAD**

**SUITE 300**

**PHOENIX, ARIZONA 85016**

**TELEPHONE: (602) 255-6000**

**FACSIMILE: (602) 255-0192**

  
\_\_\_\_\_  
CHARLES G. CASE, II  
U.S. Bankruptcy Judge

Mark S. Bosco  
State Bar No. 010167  
Leonard J. McDonald  
State Bar No. 014228  
Attorneys for Movant

10-09385

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF ARIZONA**

IN RE:

No. 2:10-bk-09737-CGC

Martin E. Squires  
Debtor.

Chapter 7

ORDER

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Wells Fargo Bank, N.A.  
Movant,

vs.

(Related to Docket #7)

Martin E. Squires, Debtor, Dale D. Ulrich, Trustee.  
  
Respondents.

Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any, and no objection having been received, and good cause appearing therefore,

IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real  
2 property which is the subject of a Deed of Trust dated October 22, 2007 and recorded in the office of the  
3 Maricopa County Recorder wherein Wells Fargo Bank, N.A. is the current beneficiary and Martin E.  
4 Squires has an interest in, further described as:

5 Unit A106, PHOENICIAN PINES, according to Declaration of Condominium recorded January  
6 13, 2006 in Document No. 2006-0060838 and First Amendment recorded as Document No. 2006-  
7 1055550 and Plat recorded in Book 802 of Maps, page 33, and Affidavit recorded as Document  
8 No. 2006-0044923, records of Maricopa County, Arizona;

9 TOGETHER WITH an undivided interest in the common elements as set forth in said  
10 Declaration.

11 IT IS FURTHER ORDERED that Movant may contact the Debtor(s) by telephone or written  
12 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance  
13 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement  
14 with Debtors. However, Movant may not enforce, or threaten to enforce, any personal liability against  
15 Debtors if Debtors' personal liability is discharged in this bankruptcy case.

16 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter  
17 to which the Debtor may convert.  
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